

AMERICAN ARBITRATION ASSOCIATION

FRATERNAL ORDER OF POLICE, LODGE :  
NO. 5 :

—and—

CITY OF PHILADELPHIA

: Case No. 14 390 0341 10

: Grievant: Leo Costello  
:

SETTLEMENT AGREEMENT

WHEREAS, the City of Philadelphia ("City") and the Fraternal Order of Police, Lodge No. 5 (the "FOP") are parties to a collective bargaining agreement; and,

WHEREAS, Leo Costello ("Costello") is employed by the City and a member of the bargaining unit represented by the FOP; and,

WHEREAS, on January 11, 2010, Costello was charged with a violation of Disciplinary Code 1.00—Conduct Unbecoming an Officer, Unspecified, and notified that he was transferred and suspended for 10 days;

WHEREAS, Costello initiated a grievance, contending that the City violated the collective bargaining agreement; and,

WHEREAS, the City denies that it has, in any way, violated the collective bargaining agreement with the FOP; and,

WHEREAS, the matter has proceeded unresolved to the above-captioned arbitration; and,

WHEREAS, the parties wish to resolve this matter without resort to further litigation;

NOW, THEREFORE, the parties agree as follows:

1. The City will reduce Costello's suspension from a 10-day suspension to a three (3)-day suspension and will make Costello whole for seven (7) days.
2. In consideration of the foregoing, the FOP and Costello agree to withdraw the grievance and demand for arbitration in this matter.
3. Nothing in this Agreement shall be construed as an admission by the City that it, in any way, violated the collective bargaining agreement.
4. This Agreement is not intended in any way to set precedent or to prejudice the respective positions of the parties with respect to this matter or any other future disputes, grievances, or other legal matters. This Agreement may not be introduced, or referred to, for any purpose by either party in any subsequent administrative, judicial, or other legal proceedings.

This Agreement may, however, be used in any proceeding necessary to compel enforcement of the Agreement.

5. By entering into this Agreement, all parties hereto acknowledge that they have read the Agreement, have had the opportunity to review its terms and conditions with their respective counsel, understand said terms and conditions, enter into this Agreement voluntarily, and agree to be bound hereby.

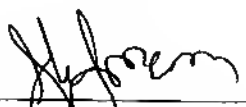
6. By entering into this Agreement and in exchange for the promises made herein, the Union and Costello for themselves, their agents, legal representatives, assigns, heirs, legatees, administrators, personal representatives and executors (collectively, the "Releasing Parties") agree to and hereby do forever release, discharge and hold harmless the City, its present or past divisions, affiliates, partners, contracting parties, predecessors, successors or assigns and their respective current and former trustees, directors, officers, employees, contractors, members, attorneys and agents of each of them, and any of their successors or assigns (collectively, the "Released Parties"), from any and all claims, demands, actions, liabilities and other claims for relief and/or remuneration whatsoever, whether known or unknown, arising from or which could have arisen from the facts and circumstances giving rise to the Grievance described above, including, but not limited to, any alleged violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., as amended; The Civil Rights Act of 1991, as amended; Sections 1981 through 1988 of Title 42 of the United States Codes, 42 U.S.C. § 1981-1988, as amended; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., as amended; the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 201 et seq., as amended; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq., as amended; the Equal Pay Act of 1963, 29 U.S.C. § 206(d), as amended; The Consolidated Omnibus Budget Reconciliation Act of 1985, I.R.C. § 4980B, as amended; The Americans With Disabilities Act, 42 U.S.C. § 12101 et seq., as amended; The Rehabilitation Act of 1973, 29 U.S.C. § 791 et seq., as amended; The Fair Credit Reporting Act, 15 U.S.C. § 2101 et seq., as amended; The Pennsylvania Human Relations Act, 43 P.S. § 951 et seq.; the Philadelphia Fair Practices Ordinance, the Philadelphia Code § 9-1101 et seq.; and any other federal, state or local civil or human rights, wage or hour, pension, labor or employment laws, rules, regulations, public policy, contract, common or tort laws. The FOP and Costello further confirm that no other claim or proceeding arising from or which could have arisen from the facts and circumstances giving rise to the underlying Grievance exists in any forum or form and covenant not to file any charge, complaint or action in any forum or form based upon anything giving rise to the underlying Grievance. By signing this Agreement, no party admits any wrongdoing.


The Releasing Parties further agree that if any action is brought on their behalf with regard to the claims and causes of actions released in this Paragraph, the Releasing Parties will not accept any payment, benefit or other remuneration relating to any such claims or causes of action.


8. By entering into this Agreement and in exchange for the promises made herein, Costello, for himself, his agents, legal representatives, assigns, heirs, legatees, administrators, personal representatives and executors voluntarily and of their own free will agree to and hereby do forever release, discharge and hold harmless the FOP, its present or past divisions, affiliates, partners, contracting parties, predecessors, successors or assigns and their respective current and former trustees, directors, officers, employees, contractors, members, attorneys and agents of each of them, and any of their successors or assigns, from any and all claims, demands, actions,

liabilities and other claims for relief and/or remuneration whatsoever, whether known or unknown, arising from or which could have arisen from the FOP's representation of Costello in connection with the Grievance described above.

WHEREFORE, the FOP, the City, and Costello, intending to be legally bound by this Agreement, enter into this Agreement this \_\_\_\_\_ day of January, 2011, as evidenced by their signatures or the signatures of their representatives below.

  
Fraternal Order of Police,  
Lodge No. 5  
Date: 2-7-11

  
Philadelphia Police Department  
Date: 1-25-11

  
Leo Costello  
Date: